lina (1911), Chapter 129, require privy examination of the wife to make the conveyance valid. Defendant, together with her husband, entered into an executory contract with plaintiff to convey her real estate. No privy examination of the wife was had. In an action against her for damages for failure to convey, *held* (two justices dissenting), that she was liable. *Warren* v. *Dail* (N. C. 1915), 87 S. E. 126.

The prevailing opinion in construing Chapter 109 of Public Laws of 1911 puts undue emphasis upon that portion thereof which reads, "every married woman shall be authorized to contract and deal so as to affect her real and personal property in the same manner as if she were unmarried," but fails to observe the latter portion of the same statute which provides that "no conveyance shall be valid unless made with the written assent of her husband * * * and her privy examination as to the execution of the same taken." The dissenting opinion points out that "the deed or contract of a married woman, charging her real estate * * * is a nullity" unless she be privily examined. *Scott* v. *Battle,* 85 N. C. 184, 39 Am. Rep. 694; *Farthing* v. *Shields,* 106 N. C. 289, 10 S. E. 998; *Council* v. *Pridgen,* 153 N. C. 443, 69 S. E. 404; *Smith* v. *Burton,* 137 N. C. 79, 49 S. E. 64. If the *feme* defendant had attempted to perform the executory contract to sell, the performance would have been a nullity. It is an anomaly that she should be held liable in damages under these circumstances.

INSURANCE—ESTOPPEL AND WAIVER OF CONDITION IN BENEFIT POLICY.—The South Carolina Code provides that where a fraternal insurance or beneficiary society has lodges, members of which are required to pay premiums to local officers to transmit the same to the general office, such local officers collecting the premiums shall be deemed agents of the general order; it also provides that no subordinate body, or any of its officers, shall have power to waive any of the provisions of the laws and constitution of the association. The constitution and by-laws of the Woodmen of the World provide that no officer of the Sovereign Camp or any Camp shall have power to waive any of the conditions on which beneficiary certificates are issued; that a member's failure to pay an assessment for over a month would work a suspension of such member; and that a member so suspended must make warranty that he is in good health before he can be reinstated. *Held,* that the clerk of a local Camp, by collecting assessments so long overdue that a suspension has resulted, may bind the society, even though the delinquent member had not made the necessary warranty. *Crumley* v. *Sovereign Camp of Woodmen of the World* (S. C. 1915), 86 S. E. 954.

The decision of the court is placed on two grounds, that the waiver of the condition precedent to the reinstatement by the agent binds the insurer, and that the insurer is estopped to deny the act of the agent and to contend that the member, who died in the interim, was suspended. The reinstatement is, in effect, a contract, which is wholly executed by the other party, and the insurer—having had the benefit of the performance of it—cannot set up its own wrong; this is, in short, an application of the doctrine of estoppel to set up an ultra vires defense. *Williamson* v. *Ass'n,* 54 S. C. 582;

Eastern B. & L. Ass'n v. *Williamson,* 189 U. S. 122. The fact that the local clerk is designated as an agent is sufficient to take the case from the effect of the statutory provision regarding local lodges or officers waiving conditions, and for that reason the act of the clerk in waiving the condition is binding on the Sovereign Camp in the first instance with power in its part, however, within a reasonable time to review the act of the agent. The agent, in making the report of the reinstatement, neglected to state that the warranty had been received, and the Sovereign Camp being responsible for the failure of the agent to discharge his duties, the estoppel results naturally. *Vought* v. *East. B. & L. Ass'n,* 172 N. Y. 508.

INSURANCE—FORFEITURE BY TRANSFER OF PROPERTY.—Where property is insured against loss by fire, with a clause forfeiting the policy if any change in the title, interest or possession of the insured takes place, and a conveyance by insured to another is made, *held,* that the policy is not void in the absence of a declaration of forfeiture if the property is subsequently transferred again to the insured, who holds and owns it at the time the loss occurs in the same manner as at the time the contract was made. *Germania Fire Ins. Co.* v. *Turley* (Ky. 1915), 179 S. W. 1059.

This point has been before the courts many times, and several courts hold the policy to be void, basing the result on the theory that when the transfer is made by the insured the contract at once is forfeited, and the subsequent transfer placing the property again in the hands of the insured has no effect in reviving the contract. *Cockerill* v. *Cincinnati Mut. Ins. Co.,* 16 Oh. St. 148; *Farmers Ins. Co.* v. *Archer,* 36 Oh. St. 608; *Mulville* v. *Adams,* 19 Fed. 887; *Home Ins. Co.* v. *Hauslein,* 60 Ill. 521; *Bemis* v. *Harborcreek Ins. Co.,* 200 Pa. St. 340. The contrary view, in accord with the principal case, is asserted in *German Mut. Fire Ins. Co.* v. *Fox,* 4 Neb. 833; *Power* v. *Ocean Ins. Co.,* 19 La. 28; *Hitchcock* v. *N. W. Ins. Co.,* 26 N. Y. 68; *Stearman* v. *Niagara Fire Ins. Co.,* 46 N. Y. 526; *Worthington* v. *Bearse,* 12 Allen (Mass.), 382; *Schloss* v. *Westchester Fire Ins. Co.,* 141 Ala. 566; *Born* v. *Home Ins. Co.,* 110 Ia. 379. The theory underlying the principal case and the view it supports is that the violation of the policy merely suspends the insurance during the violation, and when the insured reacquires the title the policy is renewed, and the insurer again becomes liable. This rule seems to be grounded on the policy of not favoring forfeitures and of strictly construing any clause which works a forfeiture of the policy. Three states have also reached this same result by statutory provisions. North Dakota Rev. Code 1899, § 4457; South Dakota Ann. St. 1901, § 5299; Montana Civil Code 1895, § 3407.

LANDLORD AND TENANT—DUTY OF LANDLORD TO PLACE TENANT IN POSSESSION.—Defendant leased to the plaintiff land belonging to X, which land X had contracted to sell to defendant. X refused to convey the land, whereupon defendant sued him to secure specific performance of the contract. Before defendant had secured a decree in his suit against X, the time for plaintiff's entry upon the land arrived, and plaintiff sued defendant for failure to put plaintiff in possession. *Held,* that the action will lie. *Dilly* v. *Paynsville Land Co.* (Ia. 1916), 155 N. W. 971.